

INVITATION FOR BID
IFB

IFB #96871-705

Issue Date: June 2, 2008

Title: Solid Waste Disposal/Recycling

Commodity Code: 96871

Issuing Agency: Southwestern Virginia Mental Health Institute
Department of Mental Health, Mental Retardation and Substance
Abuse Services, 340 Bagley Circle
Marion, VA 24354

Using Agency And/Or Location Southwestern Virginia Mental Health Institute
Where Work Will Be Performed: 340 Bagley Circle
Marion, VA 24354

Period of Contract: From September 1, 2008 through August 31, 2009 (4 renewals).

Sealed Bids Will Be Received Until 2:00 p.m., Monday, June 23, 2008.

All Inquiries For Information Should Be Directed To: VCA/Administrative Assistant to the ADA at
(276) 783-1202.

IF BIDS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF
BIDS ARE HAND DELIVERED, DELIVER TO:

340 Bagley Circle Administration Bldg. Office of the Assistant
Marion, VA 24354 1st Floor Director, Administrative
Room 101

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The
Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Section VIII.
Pricing Schedule.

License # _____ Type _____

Name And Address Of Firm:

Date: _____
By: _____

(Signature In Ink)

Zip Code: _____ Name: _____
(Please Print)

FEI/FIN NO. _____
Fax Number: () _____ Title: _____
E-Mail Address: _____ Telephone No. () _____

Site Visits: See Page 14 of 17, Special Terms and Conditions, Section G.

Are you a registered eVA Procurement Vendor?	Yes	No	Date Completed:
Are you a certified Small, Woman or Minority Vendor?	Yes	No	Certification No.

I. **PURPOSE:** The intent and purpose of this Invitation for Bids is to obtain pricing information to be used in making a determination regarding the establishment of a contract for solid waste disposal/recycling for Southwestern Virginia Mental Health Institute, an agency of the Commonwealth of Virginia. This Invitation for Bids may not result in the award of a contract.

II. **BACKGROUND AND SCOPE OF WORK:** The Southwestern Virginia Mental Health Institute located in Marion, VA is a 172-bed psychiatric institute for adults and adolescents providing mental health, mental retardation, substance abuse services to the citizens of Southwest Virginia.

III. **SCOPE OF SERVICES:**

A. **SOLID WASTE DISPOSAL:**

1. **SITE:**

The Contractor shall provide solid waste disposal services by on-site, leak-proof, self-contained/closed, compactor to Southwestern Virginia Mental Health Institute located in Marion, VA. Solid waste, for purposes of this bid, includes both saturated and unsaturated wastes. Delivery of compactors and pick up of compacted solid waste shall be made to and from two sites on the grounds of Southwestern Virginia Mental Health Institute. One site shall be to the east of the southeast wing of the new building near the mechanical equipment room. The second site will be to the south of the loading dock behind the Blalock Building.

2. **SERVICES:**

The Contractor shall be responsible for providing equipment, labor and supervision necessary to deliver to the site two compactor units that have a warning light system or gauge to show when the compactors are getting full, at least 30 cubic yards, but not to exceed 35 cubic yards, for disposal and compacting of solid waste. Units that have a warning light or gauge that show when the compactor is getting full must be compatible with existing pads. The disposal of compacted solid waste from the unit shall be made within 24 hours of notification to the Contractor by the Agency. Units will be returned to the Agency within 4 hours of pickup or replaced with an empty unit upon pickup.

Contractor will provide for the following requirements in the disposal of solid waste created by Southwestern Virginia Mental Health Institute:

a. Certification that the disposal of trash collected from Southwestern

Virginia Mental Health Institute will be made in a landfill certified by the State Public Service Authority. The Contractor will identify the location of the landfill and authenticate its certification. In lieu of such, the Contractor will provide the Agency with detail of other disposal methods to be used with evidence that such methods are acceptable to the Environmental Protection Agency.

- b. Contractor's equipment must be rated and acceptable to the National Solid Waste Association.
- c. Compactor must be lockable and Contractor must furnish keys required by the Agency to allow for routine access by all Environmental Services and Physical Plant Services staff.
- d. The Contractor will provide on-site training for operators of the equipment to be used for compacting.
- e. The Contractor will provide a preventive maintenance schedule of the equipment and information relative to contacts and response times for equipment failures.
- f. Contractor shall replace damaged or unsanitary units as determined by the Agency, within 24-hours of request at no cost, while repair or sanitation is being performed on containers normally provided. A replacement compactor shall be supplied by the Contractor during this time of repair. Open-top units are not a satisfactory replacement at the Blalock Building (Food Service area).
- g. The Contractor shall provide a competent driver who possesses a valid chauffeur's license and an adequate number of personnel on each compactor truck to insure that refuse is loaded properly and to insure cleanliness of the refuse staging area. The Contractor shall insure that its employees are uniformed and identified as such.
- h. Contractor will submit written evidence of insurance coverage as specified in Item IV. Q. of this document.
- i. The Contractor shall submit a written service slip signed by Contractor's representative at the time of each pickup to the Southwestern Virginia Mental Health Institute's representative, designated by the Director of Environmental Services. Such written service will list amount of waste by the number of pounds or tons and shall be used for verification of billing on a monthly basis.

B. RECYCLING:

1. The Agency is presently involved in a recycling program consisting of cardboard, office paper, computer paper, and newsprint. Approximately one bale or 1,000 pounds of cardboard are being collected weekly, for which the Agency receives compensation from the Contractor. Four by four boxes are furnished by the Contractor for collection of recycled paper. Contractor to furnish a minimum of four 96 gallon 2-wheel carts for recycling.
2. The Contractor shall lease a bailer to the Agency for the bailing of cardboard. The bailing unit is rated to produce bails from 600 to 1,100 pounds.
3. The Agency expects the contractor to provide at least the above listed services (1. & 2.), including pickup, transport, and paying compensation for listed products. The Agency is aware of market price changes and only expects a percentage of the marketed value. Percentage must be at least 33 1/3% of market price.
4. The Agency shall contact the contractor when recycling is ready for pick up.

C. EMERGENCY SERVICES:

The Contractor shall have a plan in place and provide a copy of the plan to the Agency, to assure uninterrupted service despite any emergency that may arise during the course of the contract. These emergencies may include, but are not limited to the following:

1. Weather conditions, such as flood, hurricane or snow.
2. Disasters, such as building collapse or fire.
3. Labor shortages, strikes, equipment malfunction, water shortages or power outages.
4. Epidemics, such as flu or food-borne illnesses, among patient groups.

D. QUALITY CONTROL:

The Contractor shall have a quality control program in place to assure quality services to the Agency. The Agency shall be provided with a copy of this written program. Such quality control shall meet the requirements of the Environmental Protection Agency of the Federal Government Standards on Solid Waste Management. Compactor shall be inspected periodically (at least every three (3) months) and maintained in good condition to assure that no leakage occurs due to holes or breakdown in metal (rust).

IV. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto,

which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with

federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs :**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality,

quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact

the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an

agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND

CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth

further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the

date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid/proposal being

rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. The Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

V. **SPECIAL TERMS AND CONDITIONS:**

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD :** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided.

Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

- C. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- D. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty,

upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- E. **FINAL INSPECTION:** At the conclusion of the installation of equipment, the contractor shall demonstrate to the Agency that the equipment is fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the installation.
- F. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder	Due Date	Time
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Street or Box Number	IFB No.
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City, State, Zip Code	IFB Title
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Name of Contractor/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- G. **SITE VISIT:** Bidders may schedule a site visit prior to the due date of the bid by contacting the Environmental Services Director at (276) 783-1229 or the VCA/Administrative Assistant to the ADA at (276) 783-1202 between the hours of 8:15 a.m. – 5:00 p.m., Monday through Friday.
- H. **PREVENTIVE MAINTENANCE – INSTALLED EQUIPMENT :** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the contract period.
- I. **REFERENCES:** See Attachment A – Data Sheet.

J. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

L. **EQUIPMENT INSTALLATION SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

VI. **METHOD OF PAYMENT:** The Contractor shall bill the Agency for services rendered based on rental of compacting units and number of pickups from Agency's premises. The contract will be monitored by the Director of Environmental Services or designee and that individual will be responsible for verification of pickups and billings.

The Contractor shall be paid on the basis of invoices submitted. The Agency shall be invoiced monthly. All invoices shall be prepared in triplicate, itemizing the number of pickups and rental of equipment per invoice period. All invoices shall be submitted to:

Southwestern Virginia Mental Health Institute
Attention: Accounts Payable
340 Bagley Circle

Marion, VA 24354

- VII. **PRICE SCHEDULING:** The bidder agrees to provide the service in compliance with the scope of work and terms and conditions at a fixed price for the entire period of the contract as follows:

\$ _____ **Per “Pull” (Based on approximately 27 “Pulls” for 4/07 – 4/08)**

\$ _____ **Landfill Fee Per Ton (Based on 125 tons for 4/07 – 4/08)**

\$ _____ **Monthly Equipment Rental**

\$ _____ **Total for 12 month period**

- VIII. **RECYCLING RENTAL COSTS/COMPENSATION PERCENTAGE:**

\$ _____ **Monthly Cardboard Bailer Rental**

_____ **% of Current Market Value**

- IX. **ATTACHMENTS:**

Attachment A	Data Sheet
Attachment B	Equipment Inventory
Attachment C	Map (Provided Upon Request)

ATTACHMENT A DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal nonresponsive.

Qualifications: The Contractor must have the capability in all respects to satisfy fully all of the contractual requirements.

Contractor’s Primary Contact:

Name: _____ Phone: _____

Years in Business: Indicate the length of time you have been in business providing this type of

service:

_____ Years _____ Months

Indicate below a listing of at least five (5) (or all if less than 5) professional references who can attest to your professional competence and ability. Include the name and telephone number of the point of contact.

1. Name: _____
Phone: () _____ Fax: () _____
2. Name: _____
Phone: () _____ Fax: () _____
3. Name: _____
Phone: () _____ Fax: () _____
4. Name: _____
Phone: () _____ Fax: () _____
5. Name: _____
Phone: () _____ Fax: () _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B

INVENTORY OF CONTRACTOR EQUIPMENT

COMPACTOR EQUIPMENT: Indicate below all equipment necessary for the fulfillment of a contract under the Invitation For Bid attached:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>CAPACITY</u>	<u>AGE OF EQUIPMENT</u>
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VEHICLES: Indicate below all vehicles currently in operation that will be used in providing this service:

<u>MAKE</u> <u>CAPACITY</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>YEAR</u>	<u>VEHICLE</u>
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PERSONNEL: Indicate below all personnel (by position only) that will be employed to provide this service:

<u>POSITION</u>	<u>NUMBER OF EMPLOYEES</u>	<u>FULL TIME OR PART TIME</u>
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